

SOLICITATION FOR OFFERS

#99-020

THE GENERAL SERVICES ADMINISTRATION

HAS VARIOUS REQUIREMENTS TO LEASE
BETWEEN APPROXIMATELY 2,000 AND 440,000 BOMA RENTABLE
(1,800 AND 380,000 BOMA OFFICE USABLE)
SQUARE FEET OF CONTIGUOUS OFFICE AND RELATED SPACE
IN WASHINGTON, D.C.

NAME: **JAMES SMALE**

TITLE: **CONTRACTING OFFICER**

SFO NO. 99-020

Offerors, Prior to being awarded any contract exceeding \$500,000 (\$1 million for construction), shall be required to submit an acceptable subcontracting plan (see FAR 52.219-9) or demonstrate that no subcontracting opportunities exist. This provision does not apply to small business concerns.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)

- (a) The General Services Administration (GSA) is interested in leasing multiple spaces each requiring an approximate minimum of 2,000 square feet to a maximum of 440,000 square feet of contiguous BOMA Rentable Space as defined in section 2.7. of this solicitation. The BOMA Rentable Space must yield a minimum of 1,800 square feet to a maximum of 380,000 contiguous BOMA Office Usable Square Feet, as defined in section 2.7. of this solicitation, available for use by the Government for employees, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers and have a potential for efficient layout.
- (c) To demonstrate potential for efficient layout, Offerors may be requested to provide test fit layouts when the space offered contains certain features like:
 - narrow column spacing,
 - atriums, light wells, or other areas interrupting contiguous spaces,
 - extremely long, narrow runs of space,
 - irregular space configurations,
 - small floor plates, or
 - other unusual building features.
- (d) The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the BOMA Rentable Space offered. The Offeror will have the option of increasing the BOMA Office Usable Square Footage offered, provided that it does not exceed the maximum BOMA Rentable square footage in the solicitation. If the Offeror is already providing the maximum BOMA Rentable square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer does not meet the minimum requirements of the solicitation.
- (e) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Office Usable Square Feet.
- (f) Offerors with a building "to be built" or "renovated" must specify on the GSA Form 1364 the date, or number of days after lease execution, that the building will be ready for commencement of the tenant improvements schedule noted in Attachment #2 - "Construction Schedule" relating to the project size. All improvements in the base building, lobbies, common areas, and core areas shall be provided and completed by the Lessor, at the Lessor's expense, prior to the Government occupancy and rent commencement. Proof of Offeror's ability to meet the schedule may be required. The Government reserves the right to determine the ability of an Offeror to meet the construction schedule.

1.2. AREA OF CONSIDERATION

- (a) All properties that are offered to the Government in conjunction with this requirement must be located within the Central Employment Area (CEA).
- (b) The CEA is the core area of the District of Columbia where the greatest concentration of employment in the city and region is encouraged.
- (c) The Central Employment Area's boundaries are as follows: Beginning at Dupont Circle, southeast along Massachusetts Avenue, NW, to 9th Street, NW, north along 9th Street, NE, to N Street, NW, east along N Street, NW, to 7th Street, NW, south along 7th Street, NW, to Massachusetts Avenue, NW, east along Massachusetts Avenue, NW, to H Street, NW, east along H Street, NW to North Capitol Street, north along North Capitol Street to Florida Avenue, NE, and southeast along Florida Avenue, NE, to 4th Street, NE, on the north; south along 4th Street, NE, to M Street, NE, west along M Street, NE, to 3rd Street, NE, south along 3rd Street, NE, to K Street, NE, west along K Street, NE, to 2nd Street, NE, south along 2nd Street, NE, to the northeast corner of lot 855, square 725, west along the northern boundary of lot 855 to the northwest corner of lot 855, south along the westerly boundary of lot 855 to Constitution Avenue, NE, west along Constitution Avenue, NE, to 1st Street, NE, south on 1st Street, NW, to Maryland Avenue, NE, east on Maryland Avenue, NE, to 2nd Street, NE, south on 2nd Street, NE, and 2nd Street, SE, to C Street, SE, west on C Street, SE, to New Jersey Avenue, SE, south on New Jersey Avenue, SE, to D Street, SE, west on D Street, SE, to South Capitol Street, south on South Capitol Street to E Street, SE, east on E Street, SE, to New Jersey Avenue, SE, south on New Jersey Avenue, SE, to the Southeast Freeway, east on the Southeast Freeway to 2nd Street, SE, south along 2nd Street, SE, to M Street, SE, and east along M Street, SE, to the 11th Street Freeway on the east; south on the 11th Street Freeway to the northbound 11th Street, SE, bridge, south along this bridge to the Anacostia Freeway, south along the Anacostia Freeway and Fifth Sterling Avenue, SE, to South Capitol Street, north along South Capitol Street and the Frederick Douglass Memorial Bridge to South Capitol Street, north along South Capitol Street to the Southwest Freeway, west

along the Southwest Freeway and Maine Avenue, SW, to 14th Street, SW, north along 14th Street, SW, and 14th Street, NW, to Constitution Avenue, NW, and west along Constitution Avenue, NW, to Route 50 Expressway on the south; north on the Route 50 Expressway to the E Street Expressway and E Street, NW, east on the E Street Expressway, and E Street, NW, to 23rd Street, NW, north along 23rd Street, NW, to Virginia Avenue, NW, southeast along Virginia Avenue, NW, to 22nd Street, NW, to the northern lot line of 2121 Virginia Avenue, NW, east along the northern lot line of 2121 Virginia Avenue, NW, to the eastern lot line of 2121 Virginia Avenue, NW, south along the eastern lot line of 2121 Virginia Avenue, NW to E Street, NW, east along E Street, NW, to 21st Street, NW, north along 21st Street, NW, to the northern edge of the rear lot line of the American Red Cross Building on lot 834 in square 104, east along the rear lot line of the American Red Cross Building to 20th Street, NW, south along 20th Street, NW, to the northern edge of the rear lot line of the Associated General Contractors of America ("AGC") building on lot 835 in square 122, east along the rear lot line of the AGC building to 19th Street, NW, north along 19th Street, NW, to F Street, NW, west on F Street, NW, to 20th Street, NW, north along 20th Street, NW, to Pennsylvania Avenue, NW, west along Pennsylvania Avenue, NW, to 22nd Street, NW, north along 22nd Street, NW, to K Street, NW, east along K Street, NW, to 21st Street, NW, north along 21st Street, NW, to M Street, NW, east along M Street, NW, to 20th Street, NW, to New Hampshire Avenue, NW, and northeast along New Hampshire Avenue, NW, to Dupont Circle on the west.

1.3. LOCATION: INSIDE OR OUTSIDE CITY CENTER (JAN 1997)

- (a) Space must be located in the CEA in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.
- (b) The parking to square foot ratio available on-site must at least meet current local code requirements.
- (c) A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within a 2,000 linear foot radius and other employee services such as retail shops, cleaners, banks, etc., must be located within a 2,000 linear foot radius.

1.4. LEASE TERM

- (a) Office and Related Space
 - (1) Offerors shall submit price proposals for:
 - (i) For leases up to 100,000 BOMA Rentable square feet, a five (5) year firm term lease with a five (5) year renewal option, such option to be exercised at the Government's discretion at least 180 days prior to the expiration date of the firm term. If an option is not included in the offer, the specific requirements of an individual space need may limit the ability of the government to make an award to that offer.
 - (ii) for leases above 100,000 BOMA Rentable square feet, a ten (10) year firm term lease.
 - (iii) For leases above 100,000 BOMA Rentable square feet, a ten (10) year firm term lease with two five (5) year renewal option(s), such option(s) to be exercised at the Government's discretion at least 360 days prior to the expiration date of the firm term or the expiration date of the first option period. If options are not included in the offer, the specific requirements of an individual space need may limit the ability of the government to make an award to that offer.
 - (2) Offerors with existing Government leases expiring prior to August 31, 2001, shall submit lease rates a one-year extension for space "as-is," a two-year extension for space "as-is," and for an entirely new lease term (succeeding lease). Lessors of Government leases being competed will be notified and specifically invited in writing to provide an offer. All other competitive requirements must be met.
 - (3) The Government, at its sole discretion, retains the right to choose the lease term, among those offered under this solicitation, for purposes of price evaluation and lease award. The Government also retains the right to combine leases and multiple space requirements into fewer leases.
 - (4) All the terms and conditions contained herein shall prevail throughout the firm and renewal option periods, except as provided otherwise herein. The original real estate tax base and operating cost base shall prevail throughout the renewal terms, unless modified by expansion, contraction, or as otherwise provided herein.
- (b) Parking:
 - (1) Offerors shall submit price proposals for reserved parking with the Government having the right to terminate upon 60 days notice.

- (2) Offerors shall submit price proposals for non-reserved parking with the Government having the right to terminate upon 60 days notice.
- (3) Offeror's are requested to provide, if available, an option to lease the entire parking garage for security purposes. Such availability shall be noted on the Attachment to the Form 1364 - "Proposal to Lease Space." This is not a mandatory requirement. However, if a particular agency space need necessitates such a requirement, an offeror's proposal will be eliminated from consideration if it cannot satisfy this need. The parking would be leased in its entirety with all appurtenant areas such as entrance and egress, loading docks and dumpster areas. This area would be leased, secured and controlled by the Government. Security may include guard stations, security devices and closed circuit television, as deemed necessary to ensure access control. Additionally, the tenant agency may reserve the right to install a magnetometer at the loading dock to screen all non-governmental deliveries into the building. Price proposals for lease of the entire garages shall remain valid for six months after lease award.

1.5. OFFER DUE DATE, OFFER GOOD UNTIL

Initial offers are due by **12:00 PM (noon), September 27, 1999**. Offers are good through August 2001, or until withdrawn by Offeror, whichever occurs first.

1.6. OCCUPANCY DATE

Space must be ready for tenant improvements between January 1, 2000 and June 30, 2001, and subsequently ready for occupancy in accordance with Paragraph 2.12 - "Construction Schedule of Tenant Improvements," of Attachment #2 - "Construction Schedule," and the BOMA Office Usable Square Feet required for each requirement.

1.7. HOW TO OFFER (JUL 1998)

- (a) Offers are to be delivered with the following information clearly indicated on the outside of the package to:

SFO# 99-020

The Bid Deposit Room (Room #1065)
 1st Floor of the General Services Administration Building
 National Capital Region
 Realty Services Division (WPEMC)
 7th & D Streets, SW
 Washington, DC 20407
 Attention: **Jim Smale**, Contracting Officer

- (b) No later than the stated time on the offer due date, the following documents, must be submitted signed and/or initialed, and properly executed:
 - (1) GSA Form 1364 - "Proposal to Lease Space," and it's Attachment, reflecting both BOMA Rentable and BOMA Office Usable Square Footage.
 - (2) GSA Form 1217 - "Lessor's Annual Cost Statement."
 - (3) Solicitation For Offers (SFO) **#99-020**.
 - (4) Solicitation Attachments: #1-"Rate Structure," #2-"Construction Schedules (Below 92,000 BOMA Office Usable Square Feet & Above 92,000 BOMA Office Usable Square Feet)," and #3-"Scope of Work for DID's and Construction Schedule Tasks (Below 92,000 BOMA Office Usable Square Feet & Above 92,000 BOMA Office Usable Square Feet)," and #4 - "Fire Protection and Life Safety Evaluation."
 - (5) GSA Form 3517 - "General Clauses".
 - (6) GSA Form 3518 - "Representations and Certifications".
 - (7) One set of as-built scaled floor plans for each floor, on 8 1/2" x 11" pages, indicating the spaces that are initially being offered to the Government, and/or any existing Government leased space. All architectural features of the space must be accurately shown. Space not offered shall be crosshatched and noted accordingly.
 - (8) An accountant's certified copy of the building's annual statement of operating costs and evidence that tax payment was made.

- (9) Agreement to the hourly HVAC overtime rate chart for heating and cooling (see Paragraph 6.3 entitled "Overtime Usage") or if the Lessor's proposed rate is different from the chart recommended by the GSA Energy Management Branch, the Lessor is required to submit worksheets justifying overtime energy usage and rates for negotiation.
- (10) A written statement disclosing whether or not this space is being offered for any other Government space requirements. If so, also provide the names of the Government employees with whom this space is being discussed. In addition, indicate if a leasing agent or the Owner's representative is presenting buildings for multiple ownership groups. Parties representing multiple owners must present written acknowledgment and consent to represent other owners for the same solicitation.
- (11) If applicable, indicate agents' disclosure and authorization from each ownership entity to offer in this solicitation and/or represent multiple building with different ownerships, which may have conflicting interests. Owners and agents with conflicting interest situations are advised to exercise due diligence with regard to ethics and Government procurement integrity requirements.
- (c) Within ten (10) days of a written request from the Contracting Officer, Offerors must submit two (2) sets of one-eighth inch (preferred) or larger scale first generation blue line plans of the space offered with architectural features as described in Subparagraph 1.1(c) under "Amount and Type of Space."
- (d) See GSA Form 3516 - "Solicitation Provisions," for additional instructions. If additional information is needed, the Contracting Officer should be contacted.
- (e) There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data" (see GSA Form 3516).

1.8. PRICE STRUCTURE

- (a) Each Offeror must specify on GSA Form 1364 (or Attachment thereto) and/or Solicitation Attachment #1 - "Rate Structure," as applicable; the floor and location of the space offered; the date when space is available for start of tenant improvements; the applicable rental rates and amortization rates; the cost of amortization; BOMA Office Usable Square Feet of space offered; the concessions package offered; the number of months free rent offered; parking; and an indication of whether a requirement for existing space leased by the Government can be procured under a superseding and/or succeeding lease arrangement. The base rate offered should be flat without escalations over the applicable term (firm term, first renewal term, second renewal term).
- (b) Offerors may structure their price proposals in one of the following ways:
 - (1) Offerors may submit multiple proposals offering space at different prices with the intent that, should the Government make an award, the fully responsive lower-priced proposal would be awarded before the fully responsive higher priced proposals.
 - (2) Offerors may submit a single proposal offering one or more spaces in the project of space at a constant price per square foot.
 - (3) Offerors may submit a single proposal offering space(s) at lower rates for larger quantities of space. If multiple leases are executed under a single proposal and this solicitation, and the leases are coterminus, then the rental rate the Government will pay shall be based on the cumulative total square footage under lease at that time.
- (c) Offerors with and without existing Government leases must offer rental rates for the firm term which include a \$15 per square foot tenant improvement allowance. Offerors will be required to fund tenant improvements up to \$35 per square foot. The Government will determine the amount of tenant improvements to be funded within 45 days after lease award. The offer shall include an interest rate for amortizing tenant improvements from \$0 to \$15.00 per square foot, and an interest rate for amortizing tenant improvements from \$15.01 to \$35.00 per square foot. The interest rates shall be used to determine the amount of rent deduction (in the event the actual tenant improvements are less than the \$15 psf allowance) or additional rent.
- (d) Offerors with existing Government leases should submit both a succeeding lease rate for a five year firm term with a five year renewal option, and a ten year firm term with two (2) five-year renewal options for the existing Government occupied space. The rate for succeeding leases shall include the Offeror providing new paint and new carpet every five (5) years per subparagraph (e). The existing space shall be made fully handicapped accessible per Paragraph 3.1 - "Accessibility and

Seismic Safety" specific to tenant improvements at the Lessor's cost (i.e. door hardware, ramps, and egress). In the event that the Government elects to alter the configuration of the existing space, it shall be made fully handicapped accessible per Paragraph 3.1, but the Government shall pay the difference between the cost the Lessor would bear to make the existing space fully accessible and the cost to make the reconfigured space fully accessible. Specialty items shall be at the Government's expense (i.e. millwork countertops, interior tenant signage, audio/visual systems in hearing/training type rooms) and will be identified by the Government.

- (e) The offered rate shall include the Offeror re-painting and re-carpeting the space every five (5) years, which shall be performed after normal working hours. The Offeror shall provide new paint, new carpet, new VCT, and new vinyl base with the equivalent of those specified in Paragraph 1.14 - "Warm-Lit Shell Requirements." During re-painting and re-carpeting, the building's mechanical system shall be operated continuously with no additional cost to the Government. Carpeting shall be off-gassed in an open-air environment before installation to minimize hazardous fumes for a period of 48 hours prior to its installation. The schedule for performing tenant improvements shall be determined at time of lease award. The Offeror shall also be responsible for moving and providing boxes for all Government furnishings, employee belongings and equipment except as described below:
 - (1) Systems furniture - The Government tenant shall pay the cost to disconnect electric, disassemble, reassemble and reconnect electric.
 - (2) Computer equipment - The Government tenant shall pay the cost to disconnect, disassemble, move and replace, reassemble and reconnect.
 - (3) Telecommunications equipment - The Government tenant shall pay the cost to disconnect, disassemble, reassemble and reconnect.
 - (4) Unique (i.e. requiring special handling), excessively heavy (e.g. safes, Lectrivers), or oversized equipment and furnishings - The Government shall pay the cost to move the equipment and furnishings. The Government will identify those items unique to each requirement.
- (f) The offered rate(s) for the renewal term(s) shall be inclusive of the original real estate tax base and operating cost base (unless modified by reason of expansion, contraction or otherwise by mutual agreement between Lessor and the Government). The rent payable by the government during the renewal term(s) shall be the rent rate accepted by the Government plus (less) the increase (decrease) in real estate taxes and operating expenses versus the original bases. (See sections 2.4. Tax Adjustment, and 2.6. Operating Cost Escalations, herein for more information.)
- (g) The offered rates for option period(s) shall include the Offeror providing new paint and new carpet every five (5) years per subparagraph (e).
- (h) The offered rates for firm and option periods shall include the Offeror maintaining the Warm-Lit Shell in "good repair and tenantable condition" throughout the term of the lease. If replacement is, or becomes necessary, such replacement must be of no less than equal quality or function to the existing space or items contained therein.

1.9. NEGOTIATIONS (JAN 1997)

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers, if in the opinion of the Contracting Officer, the Government is satisfied with initial offers and does not need to negotiate further. The GSA Contracting Officer or other authorized representative as determined by the Contracting Officer will conduct negotiations on behalf of the Government. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Contracting Officer may conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (c) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" Offers (BAFO's).

1.10. PRICE EVALUATION (ANNUALIZED PRESENT VALUE)

- (a) A separate annualized present value per BOMA Office Usable Square Feet will be determined for each distinct offer and lease term.

- (b) Offerors are required to submit their price proposals with a breakout of their rate structure on the Attachment #1 - "Rate Structure."
- (c) The evaluation of each distinct offer for new or existing space will be on the basis of the average annual (annualized) price per BOMA Office Usable Square Foot (including option periods). The Government will perform the annualized present value per BOMA Office Usable Square Foot evaluation using the following method:
 - (1) The annual lease base lease rent per BOMA Office Usable Square Foot will be discounted annually at 7.0 percent to yield an annualized present value amount per BOMA Office Usable Square Foot.
 - (2) Then, the annual operating expenses per BOMA Office Usable Square Foot, as offered for the initial term, will both be escalated at 3.0 percent compounded annually and discounted annually at 7.0 percent for each year of the evaluated term. The resulting figure will be added to the annualized present value amount in subparagraph (1) to yield a total annualized gross present value amount per BOMA Office Usable Square Foot.
 - (3) To the total annualized gross present value amount derived in subparagraphs (1) and (2) will be added the following applicable costs:
 - (i) The annual amortized rent per BOMA Office Usable Square Feet for the estimated tenant improvements necessary to prepare the offered space for its intended use and occupancy (over the initial term), discounted annually at 7.0 percent;
 - (ii) The annualized amount (over the applicable term) per BOMA Office Usable Square Foot of any items which are to be paid by lump sum payment;
 - (iii) The annualized present value amount per BOMA Office Usable Square Foot of any estimated relocation costs including, but not limited to, telecommunications, moving costs, swing space, and agency downtime and disruption;
 - (iv) The annualized amount per BOMA Office Usable Square Foot for parking, escalated and then discounted as described in subparagraphs (1) and (2) above; and
 - (4) The sum of the above paragraphs 1, 2, and 3 will be the total gross annualized present value price for purposes of evaluation.
- (d) For purposes of price evaluation, the Government, at its sole discretion, retains the right to:
 - (1) Decide what portion of the estimated tenant improvement allowance is used for price evaluation purposes and lease award; and,
 - (2) Choose the term to be evaluated for purposes of award.

1.11. AWARD BASED ON PRICE

- (a) Lease award will be made to the responsible Offeror who has submitted the lowest priced offer as determined by price evaluation (see Paragraph 1.10 - "Price Evaluation"); historical preference (see Paragraph 1.13 - "Historic Preference"); and meets all the requirements of this solicitation.
- (b) The Government reserves the right to make multiple lease awards.
- (c) The Government reserves the right to choose between the different terms offered when making its award determinations.

1.12. LEASE EXECUTION

- (a) The Contracting Officer will require the Offeror selected for award to execute the proposed GSA prepared lease that reflects the proposed agreement of the parties. Should the Government not receive a signed lease by authorized parties within fourteen (14) calendar days from Offeror's receipt, the Government reserves the right to select the next lowest responsive Offeror for award.
- (b) The proposed lease shall consist of:
 - (1) Standard Form 2 (SF-2) - "U.S. Government Lease for Real Property;"
 - (2) Required "General Clauses" - Standard Form 3517, as amended;

- (3) Required "Representations and Certifications" - Standard Form 3518;
 - (4) The pertinent provisions of the offer; and,
 - (5) The pertinent provisions of this solicitation.
- (c) The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.
 - (d) The tenant improvement allowance to be provided by Lessor to Government for tenant improvements shall be made available at lease execution. Final determination of the tenant improvements allowance usage and any cash payments due to the Lessor shall be made after completion of negotiations and acceptance of work.
 - (e) If the net rental per annum (total rental subtracting any concessions and operating costs including any amortized improvements cost) for the aggregate amount of square feet leased by any single user agency in a building under this solicitation exceeds the prospectus threshold (\$1,890,000 for FY 1999), the Government will require an approved prospectus from the U.S. Congress before an award can be made before an award can be made.

1.13. HISTORIC PREFERENCE, GSAR 552.270-4 (JUL 1998)

- (a) Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register.
- (b) Such preference will be extended to historic buildings and will result in award if the offer for space meets the terms and conditions of this solicitation as well as any other offer received. (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceiling, wooden floors, etc.); and
- (c) The rental is no more than 10 percent higher, on a total annual square foot (BOMA Office Usable) cost to the Government, than the lowest otherwise acceptable offer.

1.14. WARM-LIT SHELL REQUIREMENTS (AUGUST 1998)

- (a) Lessor's minimum buildout obligations, at the Lessor's expense, in providing a Warm-Lit Shell for the base building, lobbies, common areas, core areas and Government demised areas include:
 - (1) Handicapped Accessibility:
Complete handicapped accessibility in accordance with Paragraph 3.1 entitled "Accessibility and Seismic Safety."
 - (2) Ceiling:
A "new" or "like new" and modern, complete grid and acoustical ceiling system that is acceptable to the Contracting Officer, throughout the Government demised areas furnished, installed, and coordinated with tenant improvements. The ceiling grid and acoustic ceiling system must have a minimum eight (8) foot to a maximum of eleven (11) foot clearance from the finished floor to the underside of the finished ceiling, be leveled with a laser and be without color variations. The Contracting Officer must approve any bulkheads required because of the nature of the building design.
 - (3) Permanent Partitions:
Permanent, perimeter, and demising slab to slab partitions, including all columns, taped and finished drywall or other material accepted by the Contracting Officer, as necessary to surround the tenant's space. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab and meet all local building code requirements.
 - (4) Floor Covering:
Carpet or resilient flooring throughout the Government demised areas in accordance with Paragraphs 4.6 - "Floor Covering: General" and 4.7 - "Carpet: Broadloom," furnished, installed, and coordinated with tenant improvements.
 - (6) Window Coverings:
A "new" or "like new" modern, and complete window coverings throughout the Government demised areas in accordance with Paragraph 4.8 entitled "Window Blinds," furnished, installed, and coordinated with the tenant improvements.
 - (7) Plumbing:
Complete plumbing throughout the Government demised areas in accordance with Paragraphs 5.1 - "Plumbing, Mechanical, Electrical, Communications: General" through 5.4 - "Janitor Closets," furnished, installed, and coordinated with the tenant improvements.

- (8) Heating and Air Conditioning:
Complete air conditioning and heating system throughout the Government demised areas in accordance with Paragraph 5.1 - "Plumbing, Mechanical, Electrical, Communications: General," and Paragraph 5.4 - "Heating and Air Conditioning," furnished, installed, and coordinated with the tenant improvements.
- (9) Ventilation:
Complete ventilation requirements throughout the Government demised areas in accordance with Paragraph 5.1 - "Plumbing, Mechanical, Electrical, Communications: General," Paragraph 5.5 entitled "Ventilation," and Paragraph 5.6 - "Ventilation: Toilet Rooms," furnished, installed, and coordinated with the tenant improvements.
- (10) Electrical:
Complete electrical main distribution capacity throughout Government demised areas in accordance with Paragraph 5.1 - "Plumbing, Mechanical, Electrical, Communications: General," and Paragraphs 5.7 - "Electrical: General" through 5.8 - "Distribution and Equipment," furnished, installed, and coordinated with the tenant improvements.
- (11) Lighting:
A "new" or "like new," modern, and complete lighting system necessary to meet the lighting performance specifications throughout Government demised areas in accordance with Paragraph 5.1 - "Plumbing, Mechanical, Electrical, Communications: General," Paragraph 5.10 - "Lighting: Interior/Exterior," and 5.11 - "Switches," furnished, installed, and coordinated with the tenant improvements.
- (12) Safety and Environmental Management:
Complete safety and environmental management throughout the Government demised areas in accordance with Section 7.0 - "Safety Environmental and Management," at the expense of the Lessor. Sprinkler heads shall be provided at a ratio of one (1) per 150 BOMA Office Usable Square Feet of space at the Lessor's expense furnished, installed, and coordinated with tenant improvements.
- (13) Architectural / Engineering Design:
 - (i) FOR NEW LEASES - All design costs, including, but not limited to drawing preparation, for both Warm-Lit Shell requirements and tenant improvements based on a \$15.00 tenant improvement allowance in accordance with Paragraph 2.12 - "Construction Schedule of Tenant Improvements," Paragraph 3.5 - "CAD As-Built Floor Plans", and Attachment #3 - "Scope of Work for DID's and Construction Schedule Tasks."
 - (ii) FOR SUCCEEDING LEASES - All design costs in reference to Paragraph 3.4 – Floor Plans After Occupancy, and Paragraph 3.5 – CAD As-Built Floor Plans, including, but not limited to drawing preparation for subparagraphs (1) through (12) above.
- (b) Demolition of any existing improvements, which is necessary to satisfy the Government's layout, shall be done at the Lessor's expense. Selective demolition may be negotiated separately by the Government. Ceiling plenums shall be removed of abandoned wire and cabling at the Government's request at no cost to the Government.
- (c) The Government reserves the right, at the Contracting Officer's discretion, to accept new, "like new", and existing conditions and/or equivalent alternatives to the performance requirements of this solicitation in meeting the requirements of the Warm-Lit Shell. If the Government accepts (an) existing condition(s) in lieu of the Warm-Lit Shell, the Government reserves the right to negotiate a rental credit.

1.15. FIRE PROTECTION, OCCUPATIONAL PROTECTION, HEALTH AND ENVIRONMENTAL SAFETY

All offers must include Solicitation Attachment #4, "Fire Protection and Life Safety Evaluation," or a survey that is no less than two years old from the offer due date, completed by a Certified Fire Protection Engineer.

1.16. ACCESSIBILITY FOR NEW CONSTRUCTION (JAN 1997)

To be considered for award, buildings to be constructed must fully meet the new construction requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent standard shall apply.

1.10. SEISMIC SAFETY FOR NEW CONSTRUCTION (JAN 1997)

- (a) If an Offeror proposes to satisfy the requirements of this solicitation through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in Subparagraph 1.17(b) below.
- (b) For those buildings or additions to buildings described in Subparagraph 1.17(a) above, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this solicitation) edition of the ICBO Uniform Building Code, the BOCA National Building Code, or the SBCCI Standard Building Code.
- (c) All design and engineering documents, including structural engineering calculations, must be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.18. LABOR STANDARDS (JAN 1997)

If an Offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and where the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
- 52.222-6 Davis-Bacon Act (FEB 1995)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (FEB 1988)
- 52.222-9 Apprentices and Trainees (FEB 1988)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (FEB 1988)
- 52.222-12 Contract Termination-Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)

2.0 MISCELLANEOUS

2.1. INITIAL TENANT IMPROVEMENTS

- (a) Tenant improvements required by the Government for occupancy shall be performed by the Lessor as part of the lease, up to the maximum Tenant Improvement Allowance of \$35.00 per BOMA Office Usable Square Foot.
- (b) The Government, at its sole discretion, shall make all decisions as to the usage of the tenant improvements allowance and will notify the Lessor within 45 days of lease award regarding such decisions. The Government reserves the right to make cash payments for any or all work performed by Lessor. Any unused tenant improvement allowance may be used, at the Government's sole discretion as free rent, or to decrease the rent in accordance with the amortization rate indicated on Solicitation Attachment #1 - "Rate Structure."
- (c) No portion of the tenant improvement allowance will be utilized for payment of tenant improvements already in place.
- (d) See Subparagraph 6.1(b) under "Services, Utilities, Maintenance: General" of this solicitation for service and maintenance of HVAC equipment above the Warm-Lit Shell.

2.2. EARLY PAYMENT OF AMORTIZED TENANT IMPROVEMENTS

The Government reserves the right to make a lump sum payment for any tenant improvements that has been amortized into the lease after lease commencement. The amount of payment shall be the remaining balance of the tenant improvements.

2.3. SUBSEQUENT TENANT IMPROVEMENTS

- (a) When the total cost for any improvements made after the initial buildout of tenant improvements, but during the term of the lease exceed \$25,000.00, the Lessor may be requested by the Government to provide a price proposal for the improvements. Such proposals will be submitted within _____ working days of the Government's request. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement (SLA), a GSA Form 300, "Order for Supplies or Services," or a tenant agency approved Form. The clauses entitled "GSAR 552.232-71 Prompt Payment (April 1989)" and "GSAR 552.232-72 Invoice Requirements (Variation) (APR 1989)" apply to orders for improvements (see GSA Form 3517). All orders are subject to the terms and conditions of this lease.
- (b) The Contracting Officer or the GSA building manager may place orders. Tenant agency officials may also place them when specifically authorized to do so by the Contracting Officer. The Contracting Officer will verify the authority and/or limitations of such authority of tenant agency officials upon the Lessor's written request.
- (c) Payments for improvements ordered by tenant agencies would be made directly by the agency placing the order.
- (d) The Government reserves the right to negotiate a Unit Price Agreement (UPA) with acceleration and annual escalation fees.

2.4. TAX ADJUSTMENT

- (a) The Government shall make a single annual lump sum payment to the Lessor for its share of increases in real estate taxes that are assessed over the base year. The base year shall be the calendar year in which the lease commences, if the property is fully assessed for the full calendar year. Otherwise, the base year will be the first tax year for which the property is fully assessed and the property is leased to the Government under this Solicitation.

Example:

- (1) The lease starts July 1, 1997. The first full assessment is for the tax year May 1, 1997 through April 30, 1998. The base year is May 1, 1997 through April 30, 1998.
 - (2) The lease starts July 1, 1997. The first full assessment is for the tax year September 1, 1997 through August 31, 1998. The base year is September 1, 1997 through August 31, 1998.
- (b) If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the calendar year in which the Government occupied space. Payments by the Government under this clause will not include interest, penalties, late fees, or other charges incident to Lessor's non-payment or late payment of real estate taxes to the taxing jurisdiction.
- (c) For purposes of this clause, "fully assessed" or "full assessment" means the assessed value of a 95% occupied property after completion of any conversion for the intended use of the Government as well as all other construction and renovation. Partial assessments for newly constructed projects, projects under construction, or partially completed projects, renovations, or conversions will not be used for establishing the Government's Base Year for tax and rental adjustment payments.
- (d) For purposes of this clause, "real estate taxes" means those taxes that are assessed on an ad valorem basis against the Building and/or the land upon which the Building is located, without regard to any benefit to the property, for the purpose of funding general government services. Real estate taxes shall not include, without limitation, any other general and/or special assessments, service or user charges, licenses, fees, taxes on related personal property, taxes on excess land, any other present or future taxes or governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the Building is located.
- (e) Subject to paragraph (f) of this clause, the Government will pay its share of tax increases or receive its share of any tax decrease based on the ratio of the BOMA Rentable square feet occupied by the Government to the total BOMA Rentable square feet of office and retail space in the Building or complex (percentage of occupancy). Square footage devoted to parking will not be included in determining the Government's percentage of occupancy under this clause.
- (f) At the Contracting Officer's sole discretion, the Government may pay its share of tax increases or receive its share of any tax decrease based on the ratio of the assessed value of the space leased by the Government to the total assessed value of the property in which its assessment is included. For the purpose of this lease, the Government's percentage of occupancy is _____%.
- (g) If the Government's share of tax increases under this clause changes due to new construction, property alterations, ownership changes, or changes in the manner or method in which assessments are made, the Government retains the sole right to

negotiate with the Lessor to adjust the agreed upon base year amount of taxes to reflect the Government's actual share of a new assessed value.

- (h) The Lessor shall furnish the Contracting Officer with copies of all notices that may affect the valuation of the Building and/or the land upon which the Building is located, as well as all notices of tax credits, all tax bills, and all paid tax receipts or, where tax receipts are not provided by the taxing jurisdiction, other similar evidence of payment acceptable to the Contracting Officer.
- (i) A request for payment under this clause shall contain a proper invoice, as described in the clause of this lease entitled Prompt Payment, a calculation demonstrating Lessor's entitlement to the amount claimed, and evidence of payment by Lessor of real estate taxes related to the Building(s) and/or land within which the demised premises are provided. The foregoing documentation related to a request for payment under this clause must be submitted within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. **Failure to submit the required documentation within the prescribed time frame shall be a waiver of the right to receive payment under this clause.** The due date for making payment shall be the thirtieth (30th) calendar day after receipt of evidence of payment by the Contracting Officer or the thirtieth (30th) calendar day after the anniversary date of the lease, whichever is later.
- (j) Tax Credits:
 - (i) In the event the Government is due a tax credit because of a decrease in taxes below the taxes for the base year or as a result of a tax credit to the Lessor, the Government shall receive a corresponding credit regardless of whether the Government has made a tax payment for that year. The Contracting Officer shall receive notification of any tax credit in accordance with paragraph (g). The Government's share of the credit will be determined in accordance with paragraphs (d) and (e) of this clause and shall be taken as a credit against rent which is or will be due and owing under the Lease.
 - (ii) Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the Lease, or portion thereof, for which the Government has made a lump sum payment) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within thirty (30) calendar days of payment by the taxing authority to the Lessor or the Lessor's designee.
 - (iii) If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all collection methods that are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- (k) Upon reasonable notice, the Government may direct the Lessor to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. Upon request, the Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. The Lessor shall agree with the accuracy of the documents and execute all documents required for the legal proceeding. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement prior to the appeal to establish a method for sharing expenses and tax savings.
- (l) If the Government extends the lease by renewal option, the tax base during the renewal term shall be the original tax base in effect at the start of the lease, except if the tax base has been changed by reason of expansion, contraction, or any other reason by mutual agreement of Government and Lessor, then the tax base in effect at the end of the initial lease term shall be the tax base during the renewal term. Throughout the renewal term, the Government shall make payment (or receive credit) for all real estate taxes in excess of (or less than) the base amount, all in the manner previously described.

2.5. BUSINESS IMPROVEMENT DISTRICTS (B.I.D.)

(a) For purposes of this solicitation,

- (1) "BID" means a Business Improvement District, Special Improvement District, or other specifically defined geographical area within a taxing jurisdiction, organized and registered pursuant to enabling legislation promulgated by a State or local government, within which properties are assessed, charged or taxed solely by virtue of their location within the given area and in support of services or projects located solely within the area.
- (2) "Building" means the building(s) within which space is provided to the Government under the Lease, together with the land upon which the building is located.

- (3) "Lessor's BID Assessment" means charges, assessments or taxes levied against Lessor and/or a Building, expressed as a fixed sum per Building, solely by virtue of the Building being located within a BID.
- (b) The Government agrees, when applicable, to make a single annual lump sum payment to the Lessor for its share of increases in Lessor's BID Assessment over the agreed upon base year. For purposes of this clause, the agreed upon base year amount of Lessor's BID Assessment is \$_____ (enter N/A if the Building is not located within the boundaries of a BID).
- (c) The Government's share of increases in Lessor's BID Assessment shall be based upon the ratio of the BOMA Rentable square feet occupied by the Government to the total BOMA Rentable square feet of office and retail space in the Building (percentage of occupancy). Square footage related to parking will not be included in determining the Government's percentage of occupancy. At the Contracting Officer's sole discretion, the Government may pay its share of increases in Lessor's BID Assessment based upon the ratio of the assessed value of the space leased by the Government to the total assessed value of the Building. For purposes of this clause, the Government's percentage of occupancy is stated in the clause of this lease entitled "Tax Adjustment".
- (d) The Lessor shall furnish the Government with copies of all bills reflecting Lessor's BID Assessment and evidence of payment of such Lessor's BID Assessment by the Lessor. Evidence of payment must be submitted to the Government within 60 calendar days of the date that payment is due. Failure by Lessor to submit evidence of payment as provided in this paragraph shall act as a waiver of Lessor's right to receive payment under this clause.

2.6. OPERATING COST ESCALATIONS

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month that begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that a figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.
- (c) If the Government exercises a renewal option to extend the lease term, the operating cost base during the renewal term shall be the original base in effect at the start of the lease, except if the base has been changed by reason of expansion, contraction, or any other reason by mutual agreement of Government and Lessor, then the base in effect at the end of the initial lease term shall be the base during the renewal term. Throughout the renewal term, the Government shall make payments for operating cost adjustments in excess of the base amount, in the manner previously described.
- (d) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above.
- (e) In the event the square footage under the lease is increased or decreased during the term, escalation payments will be adjusted to reflect the change in square footage and the date the change is effective
- (f) The base rate for operating costs is \$_____.

2.7. BOMA OFFICE USABLE AREA (AUGUST 1998)

- (a) For the purposes of this solicitation, the Government uses a variation of the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for BOMA Office Usable Area, which means "the area where a tenant normally houses employee and/or furniture, for which a measurement is to be computed." Floor common area, including: bathrooms, janitor's closets, telephone closets, mechanical rooms, and firesafety egress corridors are not included.
- (b) BOMA Office Usable Area is a sub-measurement of the BOMA Usable Area defined on page 16 of the BOMA "Standard Method for Measuring Floor BOMA Office Usable Area in Office Buildings (ANSI/BOMA Z65.1-1996). BOMA Office Usable Area shall be computed by measuring the area enclosed by:

- (1) The finished surface of the office side of:
 - (i) Public corridors in place (where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Office Usable Square Feet shall be computed as if the deviation were not present); and/or,
 - (ii) Those corridors required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to all essential building elements regardless of whether the corridors are separated by ceiling high partitions, and/or,
 - (iii) Other permanent walls;
 - (2) the finished surface of the office side of the dominant portion (see Z65.1) of the building's exterior walls; and,
 - (3) the center of tenant-demising partitions.
- (c) For a copy of BOMA's Standard Method for Measuring Floor Area in Office Buildings, contact BOMA direct by phone at (202) 371-0181; by mail at 1201 New York Avenue, N.W., Suite 300, Washington, D.C. 20005; or on the Internet at www.boma.org.

2.8. BOMA RENTABLE AREA (AUGUST 1998)

BOMA Rentable Area shall mean the result of subtracting from the gross measured area of a floor the area of the major vertical penetrations (with their enclosing walls) on that floor plus factoring in building common areas. No deduction shall be made for columns and projections necessary to the building. Spaces outside the exterior walls, such as balconies, terraces, or corridors are not included.

2.9. COMMON AREA FACTOR (JAN 1997)

If applicable, Offers shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Office Usable Square Feet to determine the BOMA Rentable square feet for the offered space).

2.10. APPURTENANT AREAS

The right to use appurtenant areas and facilities in common with other tenants, Lessor, and their employees and agents is included. The Government reserves the right to post Government rules and regulations where the Government leases space. The Lessor will maintain and provide repairs to the loading dock at Lessor's expense.

2.11. VENDING FACILITIES (JAN 1997)

- (a) In buildings with greater than 15,000 square feet or more than 100 Federal Employees, approximately _____ square feet will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor shall make the required improvements as part of the tenant improvement allowance.
- (b) The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offerors must advise the Government if such rights exist.

2.12. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (AUG 1998)

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per BOMA Office Usable Square Foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.
- (c) The rate will be based upon the cost per square foot of those services which will not be required during a period of vacancy for all or part of the space leased. The Government shall have the right, contingent upon verification and consultation with lessor, to effect this adjustment upon at least 30 days written notice to the Lessor. Following the notice period, the annual rental will be reduced by the adjustment rate. The Government will be responsible to provide the Lessor at least 15 days written notice whenever vacant space is reoccupied and full services are required. Upon re-occupancy, the rental reduction will be terminated.

2.13. CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS

(a) Schedule:

The schedule in Attachment #2 and #3 is based upon the design of a standard tenant build out which costs up to \$15.00 per BOMA Office Usable Square Foot ("Standard Build-Out). The Government will be responsible for the additional costs for design of any tenant improvements above the \$15.00 Tenant Improvement Allowance. Such additional time will not be considered Government or Lessor delay.

(b) Delay:

Delays by the city or county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city or county inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.

(c) Rent Commencement:

The rent commencement date shall be the date of space acceptance made by the Government. However, if Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities of the vacant premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Solicitation Attachment #2 - "Construction Schedule." Each day of Lessor Delay will increase the amount of free rent after occupancy by the Government on a day for day basis as liquidated damages per the "Default in Delivery" paragraph of the Form 3517.

(d) Lease Commencement:

The lease commencement date shall be the same day as the rent commencement date defined above. The Government shall issue a Supplemental Lease Agreement establishing the lease commencement date after the acceptance of all space.

2.14. PROGRESS REPORTS

- (a) At the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of five (5) working days. The reports shall include the current status of the project schedule, the percentage of work completed by phase and trade, a statement of expected completion and occupancy date (with details for each phase of construction), changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.
- (b) In addition, at the Governments discretion, the Lessor shall conduct weekly meetings to brief Government employee and/or contractors regarding the progress of design and construction of the Government's leased space. Such meetings shall be held at a location to be designated by the Government.

2.15. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3.0 GENERAL ARCHITECTURAL

3.1. ACCESSIBILITY AND SEISMIC SAFETY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet one of the Model Building Seismic Design Provisions shown below and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply. All offers must fully meet accessibility and seismic safety requirements.
- (b) FULL COMPLIANCE:

- (1) "Fully meets" as used herein with respect to accessibility means the offer fully complies with the ADAAG and UFAS requirements for Parking (Automobile and Van) and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
- (2) "Fully meets" with regard to seismic safety, means that the building design and construction are in compliance with the seismic requirements of one of the following Model Building Code Seismic Design Provisions as applicable in the geographical area. Compliance shall be established by a registered structural engineer's evaluation provided at the Offeror's expense upon the request of the Contracting Officer and pending lease execution. The completed evaluation shall be furnished within 14 calendar days. If the lessor fails to provide such requested evaluation within fourteen (14) calendar days, the Government reserves the right to select the next lowest responsible Offeror for award.

3.2. QUALITY AND APPEARANCE OF BUILDING

- (a) The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entranceway. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.
- (b) If the base building includes window film, it must be of high quality and acceptable to the Contracting Officer. Window Film must be regularly maintained and replaced at least every five (5) years during Government occupancy or any time during the lease when film is curling, ripping, or otherwise loosening from windows; or there are noticeable variations in surface color.

3.3. BUILDING SYSTEMS (JAN 1997)

No more than once per year at the Government's request, the Lessor shall furnish at no cost to the Government a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

3.4. FLOOR PLANS AFTER OCCUPANCY

- (a) Within sixty (60) days of the Contracting Officer's request, the Lessor shall provide the Government with current as-built plans of the Government's space on CAD at no additional cost as described elsewhere in this solicitation.
- (b) The Lessor will be responsible to maintain as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.
- (c) One complete set of as-built plans for the tenant improvements will be provided to the Government at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, then Lessor shall provide correct replacement plans to replace the defective set. Any further plans will be at the cost of the Government.

3.5. CAD AS-BUILT FLOOR PLANS (JAN 1997)

All drawings to be provided under this contract shall be accomplished and developed using Autodesk's AutoCAD and AutoCADLT computer-aided design and drafting (CAD) software and procedures conforming to the criteria described in GSA, PBS, National CAD/CIFM deliverable requirements, Section 5 and appendix A-8, dated August 1997, which is available upon request.

3.6. FLOORS AND FLOOR LOAD (JAN 1997)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 80 pounds per BOMA Office Usable Square Foot plus 20 pounds per BOMA Office Usable Square Foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per BOMA Office Usable Square Foot including moveable partitions. Written certification of the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

3.7. EXITS AND ACCESS (SEP 1991)

- (a) Vestibules shall be provided at public entrances and exits unless otherwise agreed upon by the Contracting Officer. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- (b) All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA standard no. 101, except that there must be at least 2 separate exits available from every floor. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required exit must be not less than 44 inches clear width. Scissors stairs count as only one exit. The two most remote exits on each floor must be separated by a distance equal to at least: 1/4 (Virginia or District of Columbia in sprinklered buildings); 1/3 (Maryland in sprinklered buildings); or 1/2 (all jurisdictions in unsprinklered buildings) the long rectangular dimension of the floor, and the maximum length of dead-end corridors and common paths of travel is 20 feet (District of Columbia); or 50 feet (Maryland and Virginia).

3.8. WINDOWS: GENERAL

Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 263, at a static pressure of 6.24 psf. Windows shall have a fixed sash.

3.9. WINDOWS: ANTI-INTRUSION

Off-street, ground level windows, and windows accessible from fire escapes or adjacent roofs must have exterior grilles or anti-intrusion alarm systems to deter forcible entry.

4.0 ARCHITECTURAL FINISHES

4.1. BUILDING FINISHES

Building finishes shall be for first class, modern space.

4.2. LAYOUT AND FINISHES

- (a) Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used for the Government demised area on a coordinated finish board.
- (b) Partitions in public areas must be marble, granite, hardwood, or sheetrock covered with durable vinyl wall covering or other equivalent finish acceptable to the Contracting Officer.
- (c) Exposed interior floors in primary entrances and lobbies must be marble, granite, terrazzo, or other equivalent finish acceptable to the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors must be marble, granite, terrazzo, durable vinyl composite tile, or other equivalent finish acceptable to the Contracting Officer. Carpeting in building common areas shall be replaced when backing or underlayment is exposed; or there are noticeable variations in surface color or texture.
- (d) Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless the Contracting Officer approves another covering.

4.3. PAINTING

- (a) Public areas must be painted at the Lessor's expense every three (3) years. Common areas shall be maintained and repaired or spot painted as necessary in maintaining a consistent unblemished appearance. See Section 1.8- "Price Structure" for additional requirements.
- (b) All painted surfaces, including any partitioning installed by the Government or Lessor after Government occupancy, must be repainted after working hours at least every five (5) years at the Lessor's expense. This includes the moving and return of any conventional Government furnishings and equipment at the Lessor's expense. Conventional Government furnishings and equipment do not include electrified systems furniture and computer/ telecommunications equipment.
- (c) During painting and recarpeting, the building's mechanical system shall be operated continuously with no additional cost to the Government. Carpeting shall be off-gassed in an open-air environment before installation to minimize hazardous fumes for a period of 48 hours prior to its installation. The Offeror shall also be responsible for moving and providing boxes for all Government furnishings, employee belongings and equipment except as described below:

4.4. DOORS: EXTERIOR

They shall be of durable finish and of aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations must conform to the governing building, fire safety, handicapped accessibility, energy codes, and other

requirements. Exterior doors shall be weather-tight, equipped with automatic door closures, and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

4.5. DOORS: IDENTIFICATION

All door identification within the leased space and at the suite entries shall be at the tenant's expense and paid out of the tenant improvement allowance.

4.6. FLOOR COVERING: GENERAL

- (a) Tenant floor covering shall be carpet unless otherwise approved by the Contracting Officer.
- (b) The Lessor shall provide, at Lessor's expense, carpet (or other resilient flooring as stated above) and base as part of the Warm-Lit Shell as defined in Paragraph 1.14 - "Warm-Lit Shell Requirements."
- (c) Prior to occupancy, carpet must cover all Government demised areas (unless otherwise noted on the Government's Design Intent Drawings). The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static build-up and flammability requirements for new carpet which follow in this solicitation. If existing carpet is used, such shall constitute a change under the terms of the solicitation, and the Government shall receive full credit for the cost old carpet removal, disposal, new carpeting, vinyl base, and carpet installation.
- (d) When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of five (5) color samples. The tenant or the Contracting Officer prior to installation must approve the sample and color. The Offeror may make no substitutes after sample selection.
- (e) Carpet must be installed in accordance with manufacturers instructions to lay smoothly and evenly.
- (f) Carpet shall be replaced at least every five (5) years during Government occupancy. See Attachment #1 - "Rate Structure" for carpeting replacement and Paragraph 1.8 - "Price Structure."

4.7. CARPET: BROADLOOM (SEP 1991)

Any carpet to be newly installed must meet the following specifications:

- (1) Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF, and Woolblend), soil-hiding nylon or wool nylon blends.
- (2) Carpet pile construction: level loop, textured loop, level cut pile, or level cut/uncut pile.
- (3) Pile weight: 28 ounces per square yard is the minimum for level-loop or textured-loop construction, and 32 ounces per square yard is the minimum for level-cut/uncut construction.
- (4) Secondary back: jute or synthetic fiber for glue-down installation.
- (5) Total Weight: 64 ounces per square yard minimum.
- (6) Density: 100 percent nylon (loop and cut pile) -- minimum of 6000; other fibers, including blends and combinations -- minimum of 4500.
- (7) Flammability: In all areas except exits, carpet must have a critical radiant flux (crf) of 0.22 or greater with a specific optical density not over 450. Carpet in exits must have a crf of at least 0.50. Carpet passing the consumer products safety commission ffl-70 (pill test) is acceptable for office areas. It may also be used in corridors, which are protected by automatic sprinklers.
- (8) Static Build-up: 3.5 kV maximum with built-in static dissipation is recommended; "static-controlled" is acceptable.

4.8. WINDOW BLINDS

All exterior windows shall be equipped with window blinds, "new" or "like new" in appearance, at the expense of the Lessor per Paragraph 1.14 entitled "Warm-Lit Shell Requirements." The blinds may be aluminum or plastic vertical blinds, or horizontal blinds with aluminum slats of one-inch width or less. The Contracting Officer must approve the use of any other material. The window blinds must have non-corroding mechanisms and synthetic tapes.

4.9. BUILDING DIRECTORY

A tamper proof directory, acceptable to the Contracting Officer, with lock shall be provided in the building lobby. The directory shall list all Government agencies, sub-agencies, divisions, and officials as requested by the Contracting Officer at lease rental commencement and shall be paid for by the Lessor. The space used by the Government on the directory shall be proportionate to the percent of Government occupied space in the building. The Lessor shall purchase and install appropriate signage for the building directory.

5.0 PLUMBING, MECHANICAL, ELECTRICAL, COMMUNICATIONS

5.1. PLUMBING, MECHANICAL, ELECTRICAL, COMMUNICATIONS: GENERAL

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space.

5.2. TOILET ROOMS (JUL 1994)

Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, lavatories, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open. The minimum number of plumbing fixtures shall be as required by Section 404 of the 1995 International Plumbing Code.

5.3. HEATING AND AIR CONDITIONING

- (a) Temperatures shall be maintained to provide a year round target temperature of 74°F in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 BOMA Office Usable Square Feet in perimeter areas and 5,000 BOMA Office Usable Square Feet in interior areas. Areas, which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment purchased, installed, and maintained at the Government's expense. Portable space heaters are prohibited from use.
- (c) Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant. The initial design requirements of the tenant shall be based upon 3.5 Watt/sq.ft. calculated load. The density of office employees shall be based on 1 person for each 135 BOMA Office Usable Square Feet of office space.
- (d) With all new, succeeding, and superseding leases, the HVAC must be re-balanced and necessary controls installed at Lessor's expense to meet the Warm-Lit Shell Requirements.
- (e) Special areas, spot cooling, and extended hours of operation shall be considered above the scope of the Lease and may be negotiated separately as part of the Lease or following the acceptance of space.

5.4. VENTILATION

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the most current ASHRAE Standard 62 at the time of the Offeror's "Best and Final Offer," Ventilation for Acceptable Indoor Air Quality. Where ASHRAE Standard 62 and local codes conflict, the more stringent standard will apply.
- (b) Where the Lessor proposes that the Government should pay utilities:
 - (1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
 - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

5.5. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

5.6. ELECTRICAL: GENERAL (SEP 1991)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Distribution panels must be circuit breaker types with 10 percent spare power load capacity and circuits.

5.7. ELECTRICAL: DISTRIBUTION

- (a) Main power distribution switchboards, distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 25% spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 25% spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 volt, three phase, four wire with bond, 60 hertz electric service available.

- (b) Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution, (not including the warm-lit shell), for the Government demised area fall below **three (5) watts** per BOMA Office Usable Square Foot.
- (c) All new electrical, telephone, and data outlets within the Government demised area shall be installed by the Lessor at the expense of the Government.
- (d) All tenant outlets shall be marked and coded for ease of wire tracing. Outlets shall be circuited separately from lighting. All floor outlets must be flush with the plane of the finished floor .

5.8. TELEPHONE: DISTRIBUTION AND EQUIPMENT

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may: contract with another party to have inside wiring and telephone equipment installed; utilize wiring provided by the Lessor if such is available; and/or require the Lessor to install (at the Government's expense) inside wiring and/or telephone equipment as a component of this scope of work. In any case, the Lessor shall be responsible for meeting the applicable requirements of standards 568 and 569 of the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA). EIA/TIA -568 is the commercial building telecommunications wiring standard and EIA/TIA -569 is the commercial building standard for telecommunications pathways and spaces. The Lessor shall provide sufficient space for telecommunication and data communication equipment. Telecommunication & data communication switch rooms, wire closets, and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

5.9. LIGHTING: INTERIOR/EXTERIOR

Lessor shall provide lighting, at the Lessor's expense, per the following or fixtures acceptable to the Contracting Officer:

- (a) Light fixtures within the Warm-Lit Shell shall be:
 - (1) modern low brightness,
 - (2) parabolic type 2' x 4', 1' x 4', or 2' x 2' ,
 - (3) recessed,
 - (4) 75% energy efficient,
 - (5) ballasts being rated for starting at 50°F, UL listed class p, and rapid start lamps only,
 - (6) cool white or warm white fluorescent t8 lamps,
 - (7) electronic ballast equipped, and
 - (8) capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height at each work station upon completion of the initial tenant improvements and in accordance with the furnishing plans.
- (b) Any additional lighting required above Paragraph 1.14 - "Warm-Lit Shell Requirements" shall be at the expense of the Government.
- (c) 2.0 watts per BOMA Office Usable Square Foot shall serve as a basis for determining the amount of lighting required for the Warm-Lit Shell.
- (d) A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government demised area. 1 to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (e) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (f) Outdoor parking areas shall have a minimum of one foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

5.10. SWITCHES

Switches for lighting within the Government demised area will be provided at the Government's expense with no more than 1,000 square feet of open space shall be controlled by one light switch. Lighting in open offices, hallways, and lobbies shall be switched (on/off) using automatic light control motion detector switches.

5.11. ELEVATORS (JAN 1997)

- (a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.

- (b) Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.
- (c) The passenger elevators must have a capacity to transport in 5 minutes, 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period should not exceed 35 seconds.
- (d) Elevator cab walls must be stainless steel, hardwood, or other durable finish in tenantable condition and acceptable to the Contracting Officer. Elevator cab floors must be carpeted or have a finish acceptable to the Contracting Officer.

6.0 SERVICES, UTILITIES, MAINTENANCE

6.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

- (a) The Lessor as part of the rental consideration shall provide services, utilities, and maintenance. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies during normal hours.
- (b) At the Government's expense, the Lessor shall be responsible for preventive maintenance and repair of all special, Government specified, new or existing Government owned mechanical, electrical, and plumbing equipment (excluding computers, telephone systems, and other communication equipment) installed by the Lessor and as identified by the Government. The cost of the maintenance will be negotiated as an increase in base rent by adjusting the base operating expense and service and utility rate per square foot, either before or after award of the lease, once the scope of work has been identified. An adjustment to the option term base operating expenses and service and utility rate per square foot shall also be negotiated.

6.2. YEAR 2000 COMPLIANCE (AUGUST 1998)

- (a) The Lessor shall ensure that all computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the Government. The Lessor must verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer.
- (b) "Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.
- (c) "Year 2000 compliant" means computer controlled facility components that accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.
- (d) Upon completion of repair/replacement to effect year 2000 compliance, the Lessor shall verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer and advise the Government that such replacement components have been verified as compliant.

6.3. NORMAL HOURS

- (a) Services, utilities, and maintenance will be provided daily, extending from 7:00 am to 6:00 pm daily except Saturdays, Sundays, and Federal holidays and in accordance with the buildings normal working hours.
- (b) The building's normal operating hours are:
 - From _____ am/pm to _____ am/pm daily;
 - From _____ am/pm to _____ am/pm Saturdays;
 - From _____ am/pm to _____ am/pm Sundays; and,
 - From _____ am/pm to _____ am/pm Federal Holidays;
- (c) Should the Government use the space during the building's normal operating hours, the Government shall not be charged for HVAC overtime usage during those hours.

6.4. OVERTIME USAGE (JUN 1993)

- (a) The overtime rate is for services and utilities for the Warm-Lit Shell is \$_____ per hour, which is a comprehensive rate, for the entire Government demised area.
- (b) The minimum hours for weekend overtime charged for each usage is _____ hours.
- (c) The Government shall have access to the leased space at all times, including the use of elevators, toilets, lights, and small business machines without additional payment.
- (d) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by a Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate negotiated prior to award. Costs for personal services shall only be included as authorized by the Contracting Officer.
- (e) When the cost of service is \$2,500 or less, the service may be ordered orally or, by Government credit card. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,500 will be placed using a Form 300, "Order for Supplies or Services," or other written instrument. The clauses entitled "GSAR 552.232-71 Prompt Payment (APR 1989)" and "GSAR 552.232-72 Invoice Requirements (Variation) (APR 1989)" (see GSA Form 3517), General Clauses, apply to all orders for overtime services.
- (f) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

6.5. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate except as stated in Paragraph 6.5(b).

6.6. MAINTENANCE AND TESTING OF SYSTEMS (DEC 1992)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises in accordance with the clause entitled "552.270-12, Maintenance of Building and Premises - Right of Entry (AUG 1992)" (see GSA Form 3517). Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. A representative of the Contracting Officer shall witness these tests.

6.7. SECURITY

- (a) During non-duty hours, the Lessor shall provide an electronic key card perimeter security system which covers all building entrances which shall be independently monitored 24 hours a day by a GSA-approved, class A commercial monitoring station, and provide a level of security which reasonably deters unauthorized entry to the leased space.
- (b) The Lessor shall, upon request of the Contracting Officer, deter loitering or disruptive acts in and around the space leased during duty hours.
- (c) The Lessor must provide a detailed outline of the building standard security system.
- (d) In cases of a building emergency, or where building security has been compromised/breached, the GSA Buildings Manager and the GSA Federal protective service must be notified immediately by the Lessor and/or the Lessor's agent.
- (e) At the Government's expense, the Government retains the right to implement security requirements in accordance with the June 28, 1995, *Vulnerability Assessment of Federal Facilities* report of the U.S. Department of Justice.

6.8. SECURITY: ADDITIONAL REQUIREMENTS

- (a) The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform improvements or emergency repairs for the property.
- (b) If required, the Contracting Officer will furnish the Lessor with Form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

6.9. JANITORIAL SERVICES

- (a) Cleaning is to be performed after tenant working hours unless daytime cleaning is specified as a special requirement at the time of award or thereafter. Any additional cost for daytime cleaning will be borne by the Government. A daytime cleaning price differential shall be submitted as part of the Offeror's price.
- (b) The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
- (c) The Lessor shall provide a cleaning schedule upon request by the Contracting Officer for regularly scheduled items not listed below:
 - (1) DAILY (WORKDAYS):
Empty trash receptacles. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.
 - (2) ANNUALLY:
Shampoo carpets in all offices and other non-public areas.
 - (3) AS REQUIRED:
Properly maintain plants and lawns, remove snow and ice from entrances (within 24 hours of precipitation), exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. The Lessor shall replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.
- (d) Pest Extermination must be performed by a certified pesticide applicator. Pesticides must be applied in strict accordance with label directions. The Lessor shall limit routine indoor insecticides to solid paste, or gel products and apply indoor insecticide sprays or dusts as a last resort.

6.10. SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly. Such schedule shall be updated in writing to the Contracting Officer once every two (2) years.

7.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

7.1. GENERAL SAFETY AND ENVIRONMENTAL REQUIREMENTS (SEP 1991)

- (a) Buildings in which space is offered for lease will be evaluated by the Government to determine whether or not an acceptable level of safety is provided. This evaluation will consider the potential for loss of life, loss of Federal property, and business interruption. Potential for fire growth and spread, as well as the building's ability to resist the effects of fire, will be evaluated. In addition, the building's environmental quality will be considered, including, for example, indoor air quality, the presence, location, and condition of asbestos in the space, and levels of radon in the air. Offerors shall assist the Government in its assessments and detailed studies by making available information on building operations and providing access to space for assessment and testing.
- (b) Buildings (1) having remote exits, sprinkler systems, interior finishes with low flame spread ratings, and incorporating other means to control the effects of fire and (2) that conform to General Services Administration guidance (which is based on Environmental Protection Agency guidance) on asbestos, radon, and indoor air quality, will generally be acceptable to the Government from a safety and environmental viewpoint. The Government will advise Offerors of any actions that the Government believes to be necessary to make their space acceptable for consideration.
- (c) The Government reserves the right to request and witness tests of safety systems on no more than an annual basis.

7.2. OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors shall consult the Contracting Officer to determine if other documentation may be needed.

7.3. FIRE AND LIFE SAFETY (OCT 1996)

- (a) Below -grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- (c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the Offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

7.4. MANUAL FIRE ALARM SYSTEMS (OCT 1996)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

7.5. OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition suitable for the intended occupancy and use according to Occupational Safety and Health Administration (OSHA) standards.

7.6. ASBESTOS (OCT 1996)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.

7.7. INDOOR AIR QUALITY (OCT 1996)

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 parts per million (ppm) time-weighted average (TWA 8 hour sample); CO₂ 1000 ppm (TWA); formaldehyde 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.

- (c) The Lessor shall, at all, times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system improvements, and make a reasonable attempt to schedule major construction outside of office hours.
- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including improvement of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.
- (f) The Government is responsible for addressing IAQ problems resulting from its own activities.

7.8. RADON IN AIR (OCT 1996)

If space planned of occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the EPA's action concentration of 4 picoCuries/liter. After the initial testing, a follow-up test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

7.9. WATER

If drinking water becomes contaminated, the Lessor shall provide bottled water for tenants until the internal supply becomes safe again.

7.10. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

7.11. RECYCLING (OCT 1996)

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful Offeror shall comply with such State and/or local law, code or ordinance in accordance with the Paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space. Containers shall be provided, as required, at the Lessor's expense.

8.0 TENANT IMPROVEMENTS

8.1. TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE

- (a) The Lessor is required to provide cost and pricing data in conjunction with the tenant improvements as specified by the Government on GSA Form 3517.
- (b) In lieu of submitting detailed cost and pricing data and entering into negotiations to determine a final cost for the subject work, the Government (per FAR 15.804-1) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
 - (1) The Lessor shall submit to the Government a proposal for overhead, profit, permits, and regulatory fees for all tenant improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from the lease award).
 - (2) The scope of work includes the lease, this solicitation, all Solicitation Attachments, the Construction Drawings, and written specifications. In cases of discrepancies, the lease shall govern over any other documents. The Contracting Officer in accordance with the terms and conditions of the lease will resolve all differences.
 - (3) No Warm-Lit Shell items shall be included in the competitive proposal.
 - (4) A minimum of three (3) qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process.
 - (5) The Government must review each submitted proposal. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work.
 - (6) The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
 - (7) The Lessor must certify to the Government that best efforts have been made to obtain the most competitive prices possible and that the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
 - (8) The Lessor shall complete the competition and the cost proposal process in ten (10) working days or less from the date of issuance of completed Working-Construction Drawings. This will be considered the first ten (10) days of the fifteen (15) days allotted to "Review of Working-Construction Drawings" (see Paragraph 2.12 - "Construction Schedule of Tenant Improvements" and Attachment #2 - "Construction Schedule").
 - (9) Once the Government determines that there is adequate competition and the Government accepts the Lessor's cost proposal, provided the Lessor selects the lowest priced bid of a contractor qualified to perform the subject work within the competition, the Contracting Officer shall issue to the Lessor an award for the subject work.
 - (10) The Lessor shall complete the work within the time frame requirements of Paragraph 2.12 - "Construction Schedule of Tenant Improvements" and Attachment #2 - "Construction Schedule."